

**FSA-2621**

(12-18-01)

**U.S. DEPARTMENT OF AGRICULTURE**

Farm Service Agency

**INDIAN TRIBAL LAND ACQUISITION PROGRAM TRIBAL  
COUNCIL RESOLUTION AND CERTIFICATION***(See Page 4 for Privacy Act and Public Burden Statements)***TRIBAL COUNCIL RESOLUTION NO. (1) \_\_\_\_\_**

A resolution of the tribal council of the (2) \_\_\_\_\_ Tribe authorizing and providing for: (1) the issuance of promissory note in the principal amount of (3) \$ \_\_\_\_\_ to finance the purchase of land, (2) the giving of security, and (3) related actions and matters.

The (4) \_\_\_\_\_ (hereafter referred to as "Tribe"), is an Indian Tribe recognized by the Secretary of the Interior or is a Tribal corporation established pursuant to the Indian Reorganization Act definition of Native American Tribe or is a community in Alaska incorporated by the Department of the Interior pursuant to the Indian Reorganization Act.

The Tribe wishes to acquire interests in approximately (5) \_\_\_\_\_ acres of real estate, (hereafter called "the land") within its reservation or community in Alaska recognized by the Secretary of the Interior for the use of the Tribe or its members.

A meeting of the Tribal Council or other governing body (hereafter called the "Council") with the required number of Council members present was held at (6) \_\_\_\_\_ on the (7) \_\_\_\_\_ day of (8) \_\_\_\_\_, (9) \_\_\_\_\_, pursuant to notice thereof as required by its constitution, bylaws, corporate charter, or other organizational documents, (hereafter called the "constitution") to consider a plan to finance the proposed land acquisition.

The Tribe has the authority to acquire lands or interests therein.

The Tribe is authorized to mortgage or otherwise hypothecate its land either by its constitution, or the hypothecation was approved by members of the Tribe under rules as prescribed by the constitution or the Secretary of the Interior.

The Secretary of the Interior has approved the mortgaging or hypothecation of the land.

As shown by the minutes of said meeting, of the (10) \_\_\_\_\_ Council Members of record of the Tribe, there were present and voting (11) \_\_\_\_\_ (Number) Council Members and a recorded majority vote, determinations were made and actions authorized.

**NOW THEREFORE**, it is hereby resolved by the Council of the (12) \_\_\_\_\_ Tribe as follows:

That in order to acquire land, the Council is authorized and empowered, in its discretion, for and in the name of the Tribe, to make application to the Farm Service Agency of the United States Department of Agriculture (hereafter referred to as the "Government") for financial assistance; to cause the execution and delivery of a promissory note or notes or other evidence of indebtedness and a mortgage, or other appropriate security instrument(s), to secure any loan or loans made by the Government; to comply with any requirements, terms, or conditions prescribed by the Government or by Government regulations; and to pay, extend, or renew any such indebtedness; and to execute contracts or enter into agreements and, without limitation, take any and all other actions as may be necessary, incidental, or appropriate to finance acquisition of the land or interests therein on behalf of the Tribe.

**Section 1 - (Determination of Council).** It is necessary to defray all or a portion of the costs of acquiring the land or interests therein by obtaining a loan to be made by the Government in accordance with applicable provisions of 25 U.S.C. 488-494, it being determined that (1) the Tribe is unable to obtain sufficient credit elsewhere at reasonable rates and terms to finance the acquisition taking into consideration prevailing private and cooperative rates and terms currently available (the denial letters are attached to the application); and (2) the Tribe lacks uncommitted funds, based on generally acceptable accounting principles or another accounting method acceptable to the Secretary of the Interior, to acquire the land.

**Section 2 - (Amount and Terms of Loan).** The Tribe shall borrow (13) \$ \_\_\_\_\_ and issue as evidence thereof promissory note(s) in the form prescribed by the Government for the full principal amount of the loan. The note(s) shall be signed by the (14) \_\_\_\_\_ and attested by the (15) \_\_\_\_\_ and the corporate or other  
(Appropriate Official) (Appropriate Official)

seal by the Tribe affixed thereto, and shall bear interest from its date, which shall be the date of loan closing, at a rate prescribed by the Government in its approval of the loan. The security instruments shall be in such form and contain the terms and conditions required by the Government.

**Section 3 - (Authorization of Use of Tribal Revenue).** The indebtedness hereby authorized shall be payable from the gross income and revenue to be derived from all Tribal land and other Tribal activities, a portion of which sufficient to pay the principal and interest as and when the same shall become due is hereby pledged and shall be set aside for that purpose.

**Section 4 - (Additional Source of Funds).** If the revenue described in Section 3 is insufficient to pay the principal and interest and when the same shall become due or if it appears the revenue will be insufficient, the Tribal Council hereby pledges its taxing authority and the funds held in the United States Treasury in trust for the Tribe, for the purpose of making up the deficiency.

**Section 5 - (Protection and Disposition of Funds).** The (16) \_\_\_\_\_ of the Tribe shall be custodian of all loan funds.

The proceeds of the loan hereby authorized shall be deposited in a Land Acquisition Account which shall be established as a "supervised bank account" as required by the Government. If funds are deposited in a bank and the amount exceeds \$100,000, it shall be secured in advance by the depository bank in accordance with U. S. Treasury Department Circular No. 176. When all land acquisition costs have been paid in full, the balance remaining in the Land Acquisition Account shall be applied as a refund on the loan and the Land Acquisition Account shall be closed.

**Section 6 - (Other Covenants and Agreements of the Tribe).** The Tribe covenants and agrees that, as long as the indebtedness hereby authorized remains unpaid, the Tribe will:

- A. Comply with applicable laws and regulations and maintain the land in good condition.
- B. Impose and collect such rates and charges that gross revenues will be sufficient at all times for the maintenance of the land and the funding of the debt service.
- C. Cause to be levied and collected such taxes or assessments as may be necessary to maintain the land in good condition and meet payments on the loan.
- D. At all reasonable times, the Government shall have the right to inspect the land and to inspect and copy the records, accounts, and data of the Tribe relating thereto.
- E. Not borrow any funds from any source or incur any other liabilities in connection with making improvements to the land acquired with loan funds (exclusive of normal maintenance) without obtaining the prior written consent of the Government.
- F. Not cause or permit any voluntary dissolution of its organization; merge or consolidate with any other organization; dispose of, transfer, or convey its title to any part thereof or interest therein, by sale, mortgage, lease with an option to purchase, lease with a term of greater than three years or other encumbrance, without obtaining the prior written consent of the Government.
- G. If any land purchased with loan funds is sold, it will be sold at its market value as determined by the Government and any receipts therefrom will be applied to the borrower's account as an extra payment or used to purchase additional land of like value which will be subject to the same type and priority of security as on the land sold.
- H. Not modify or amend its constitution in any way that would affect the Government's security without the written consent of the Government.

**Section 8 -(Security Instruments).** To secure the payment of the principal and interest of the note and any related obligations of the Tribe to the Government the (17) \_\_\_\_\_ and the (18) \_\_\_\_\_  
*(Appropriate Official)* *(Appropriate Official)*

directed to execute and deliver a good and sufficient security instrument encumbering the land and other property, as required, or an assignment of revenues and funds held in the United States Treasury (Tribal Treasury funds) for the Tribe. The security instrument(s) shall give the Government the lien on the land, Tribal revenues, Tribal Treasury funds, and or other property and said officials are authorized and directed to acquire such subordination agreements as are necessary to achieve the required priority.

**Section 10 - (Resolution a Contract).** The provisions of this resolution shall constitute a contract between the Tribe and the Government so long as the loan made by the Government remains unpaid.

*The vote was:*

YEAS (19) \_\_\_\_\_ NAYS (20) \_\_\_\_\_ ABSENT (21) \_\_\_\_\_

(22) \_\_\_\_\_  
(Date) (MM-DD-YYYY)

(23) \_\_\_\_\_  
(Appropriate Official)

(24) \_\_\_\_\_  
(Appropriate Official)

I, the undersigned, as (1) \_\_\_\_\_ of the (2) \_\_\_\_\_ hereby certify  
(Appropriate Official) (Tribal Name)

that the Tribal Council of such Tribe is composed of (3) \_\_\_\_\_ who were present at a meeting thereof duly  
called and (Constituting a Quorum) held on the (4) \_\_\_\_\_ day of (5) \_\_\_\_\_, (6) \_\_\_\_\_ ;

that the foregoing resolution was adopted at such meeting by the affirmative vote of members of such Council and that said resolution  
has not been rescinded or amended in any way.

Secretary of (11) \_\_\_\_\_

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